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10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA, )  
 )  
13 Plaintiff, )  
 )  
14 v. ) 2:15-CR-122-RFB  
 )  
15 TONY CHAU, )  
 )  
16 Defendant. )

17 **STIPULATION FOR ENTRY OF ORDER OF FORFEITURE AS TO**  
18 **WELLS FARGO BANK, N.A., AND ORDER**

19 The United States of America and Wells Fargo Bank, N.A., and its counsel, Kristin Schuler-Hintz  
20 and Priscilla L. Baker of McCarthy Holthus LLP, agree as follows:

21 1. The government filed a Three-Count Information against Tony Chau for violations of  
22 Nevada Revised Statutes 463.160, 463.430, 464.010, 464.070, 465.092, 465.093; Title 18, United States  
23 Code, Sections 1955 and 1956(a)(1)(A); and Title 26, United States Code, Section 7206(1). Information,  
24 ECF No. 4.

25 2. Tony Chau pled guilty to Counts One through Three of a Three-Count Criminal  
26 Information and agreed to the forfeiture of property set forth in the Plea Agreement and the Forfeiture

1 Allegations of the Criminal Information. Criminal Information, ECF No. 4; Plea Agreement, ECF No. 6;  
2 Change of Plea, ECF No. 9.

3 3. On March 25, 2016, Wells Fargo Bank, N.A., filed a Verified Petition for Ancillary  
4 Hearing to Determine Validity of Interest of Subject Property Identified in Paragraph 32 of Preliminary  
5 Order of Forfeiture (ECF No. 33); a Verified Petition for Ancillary Hearing to Determine Validity of  
6 Interest of Subject Property Identified in Paragraph 33 of Preliminary Order of Forfeiture (ECF No. 34);  
7 and a Verified Petition for Ancillary Hearing to Determine Validity of Interest of Subject Property  
8 Identified in Paragraph 35 of Preliminary Order of Forfeiture (ECF No. 35).

9 4. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to the imposition of the  
10 criminal forfeiture of the following property:

- 11 1. REAL PROPERTY LOCATED AT 235 WEST VAN BUREN, SUITE 4506,  
12 CHICAGO, ILLINOIS 60607 MORE PARTICULARLY DESCRIBED AS  
13 UNIT 4506 AND PARKING UNIT P-91 IN THE 235 W. VAN BUREN  
14 CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE  
15 FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOTS 65, 66, 67,  
16 68, 69, 70, 71, 72, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN  
17 SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16,  
18 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
19 MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS  
20 ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED  
21 AS DOCUMENT 0915934034, AS AMENDED FROM TIME TO TIME,  
22 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE  
23 COMMON ELEMENTS, TOGETHER WITH ALL IMPROVEMENTS AND  
24 APPURTENANCES THEREON, TAX IDENTIFICATION PROPERTY  
25 NUMBER: 17-16-238-019-0000;  
26
2. REAL PROPERTY LOCATED AT 235 WEST VAN BUREN, SUITE 4610,  
CHICAGO, ILLINOIS 60607 MORE PARTICULARLY DESCRIBED AS  
UNIT 4610 AND PARKING UNIT P-97T IN THE 235 W. VAN BUREN  
CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE  
FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOTS 65, 66, 67,  
68, 69, 70, 71, 72, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN  
SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16,  
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS  
ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED  
AS DOCUMENT 0915934034, AS AMENDED FROM TIME TO TIME,  
TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS TOGETHER WITH ALL IMPROVEMENTS AND  
APPURTENANCES THEREON, TAX IDENTIFICATION PROPERTY  
NUMBER: 17-16-238-017-0000; and

3. REAL PROPERTY LOCATED AT 844 VEGAS VALLEY DRIVE, LAS VEGAS, NEVADA 89109, MORE PARTICULARLY DESCRIBED AS PARCEL ONE (1): LOT THIRTY-ONE (31) OF LAS VEGAS INTERNATIONAL COUNTRY CLUB PATIO HOUSES UNIT NO. 6-A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 13, OF PLATS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; PARCEL TWO (2): A PORTION OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AN ADDITIONAL TO LOT THIRTY-ONE (31) OF LAS VEGAS INTERNATIONAL COUNTRY CLUB PATIO HOUSES, UNIT NO. 6-A AS SHOWN BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT THIRTY-ONE (31), BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 07°39'18" WEST, A DISTANCE OF 6.04 FEET TO A POINT; THENCE SOUTH 89°08'44" WEST, A DISTANCE OF 33.90 FEET TO A POINT; THENCE SOUTH 02°35'00" EAST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 89°08'44" EAST, A DISTANCE OF 34.43 FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREON, TAX IDENTIFICATION PROPERTY NUMBER: 162-10-613-002

(all of which constitutes property).

5. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to forfeit the property to the United States.

6. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to relinquish all right, title, and interest in the property.

7. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive its right to any criminal forfeiture proceedings (proceedings) of the property except for paragraphs 24-26.

8. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive service of process of any and all documents filed in this action or any proceedings concerning the property.

9. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive any further notice to it, its agents, or its attorneys regarding the forfeiture and disposition of the property.

10. Wells Fargo Bank, N.A., knowingly and voluntarily agrees not to file any petition or other documents in any proceedings concerning the property.

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1           11. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to withdraw any petitions or  
2 other documents it filed in any proceedings concerning the property.

3           12. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive the statute of  
4 limitations, the CAFRA requirements, Fed. R. Crim. 32.2, the constitutional requirements, and the  
5 constitutional due process requirements of any forfeiture proceedings concerning the property.

6           13. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive its right to an  
7 ancillary hearing on the forfeiture of the property.

8           14. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive all constitutional,  
9 legal, and equitable defenses or claims.

10          15. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to waive all defenses under the  
11 Eighth Amendment to the United States Constitution, including, but not limited to, any claim or defense  
12 of excessive fines or cruel and unusual punishments in any proceedings concerning the property.

13          16. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to the entry of a Final Order of  
14 Forfeiture of the property to the United States.

15          17. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to the conditions set forth in  
16 this Stipulation for Entry of Order of Forfeiture as to Wells Fargo Bank, N.A., and Order (Stipulation).

17          18. Wells Fargo Bank, N.A., knowingly and voluntarily agrees to hold harmless the United  
18 States, the United States Department of Justice, the United States Attorney's Office for the District of  
19 Nevada, the United States Department of Homeland Security, Homeland Security Investigations,  
20 Department of the United States Treasury, the United States Internal Revenue Service, their agencies,  
21 their agents, and their employees from any claim made by it or any third party arising from the facts and  
22 circumstances of this case.

23          19. Wells Fargo Bank, N.A., knowingly and voluntarily releases and forever discharges the  
24 United States, the United States Department of Justice, the United States Attorney's Office for the  
25 District of Nevada, the United States Department of Homeland Security, Homeland Security  
26 Investigations, Department of the United States Treasury, the United States Internal Revenue Service,

1 their agencies, their agents, and their employees from any and all claims, rights, or causes of action of  
2 any kind that Wells Fargo Bank, N.A., now has or may hereafter have on account of, or in any way  
3 growing out of, the forfeiture of the property in the criminal forfeiture.

4 20. Each party acknowledges and warrants that its execution of the Stipulation is free and is  
5 voluntary.

6 21. The Stipulation contains the entire agreement between the parties.

7 22. Except as expressly stated in the Stipulation, no party, officer, agent, employee,  
8 representative, or attorney has made any statement or representation to any other party, person, or entity  
9 regarding any fact relied upon in entering into the Stipulation, and no party, officer, agent, employee,  
10 representative, or attorney relies on such statement or representation in executing the Stipulation.

11 23. Wells Fargo Bank, N.A., declares under penalty of perjury, pursuant to Title 21, United  
12 States Code, Section 853(n)(3) and Title 28, United States Code, Section 1746, that it has the original  
13 promissory notes in its possession.

14 24. After the United States District Court has signed and entered the Final Order of Forfeiture  
15 and this Stipulation, after the United States sells the property, and after payment of outstanding taxes,  
16 expenses of custody, and sale costs incurred by Homeland Security Investigations, within a practicable  
17 time thereafter for the United States, the United States knowingly and voluntarily agrees that Wells Fargo  
18 Bank, N.A., will receive payment from the sale proceeds of the property. When the conditions in this  
19 paragraph are met and the property is sold, the United States will transfer to Wells Fargo Bank, N.A.:

20 a. 235 West Van Buren Street #4610, Chicago IL 60607:

- 21 i. Unpaid principal of \$381,587.77 as of April 15, 2016, or current unpaid  
22 principal at the time of payment through the sale of the property;
- 23 ii. Interest of \$713.52 as of April 15, 2016, plus \$50.97 per diem from April 16,  
24 2016, until the date of payment, or current unpaid interest at the time of  
25 payment through the sale of the property;
- 26 iii. An inspection fee of \$20;

b. 235 West Van Buren Street #4506, Chicago IL 60607:

- i. Unpaid principal of \$326,137.03 as of April 15, 2016, or current unpaid principal at the time of payment through the sale of the property;
- ii. Interest of \$500.37 as of April 15, 2016, plus \$35.74 per diem from April 16, 2016, until the date of payment, or current unpaid interest at the time of payment through the sale of the property; and

c. 844 Vegas Valley Drive, Las Vegas, NV 89109:

- i. Unpaid principal of \$213,794.34 as of April 15, 2016, or current unpaid principal at the time of payment through the sale of the property;
- ii. Interest of \$369.02 as of April 15, 2016, plus \$26.36 per diem from April 16, 2016, until the date of payment, or current unpaid interest at the time of payment through the sale of the property.

25. If the total to be paid to Wells Fargo Bank, N.A., equals or exceeds the net sale proceeds after all expenses and costs are paid, this Stipulation shall be null and void and Wells Fargo Bank, N.A., may foreclose on the property. A discretionary termination of forfeiture shall not be a basis for an award of fees, expenses, interest, and costs.

26. If the sale proceeds of the property do not cover all of the principal, per diem, interest charges, outstanding taxes, expenses of custody – including, but not limited to – maintenance and repairs, costs of the sale, escrow advance, and casualty insurance, and if Wells Fargo Bank, N.A., agrees to the sale, the United States will not be held accountable for the remaining amount owed, and Wells Fargo Bank, N.A., will be satisfied without being made whole. The payment to Wells Fargo Bank, N.A., shall be in full settlement and satisfaction of all claims by Wells Fargo Bank, N.A., arising from and relating to the detention and forfeiture of the property.

27. Payment to Wells Fargo Bank, N.A., is conditioned upon the United States prevailing against the defendant and any other competing petitioners.

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1           28.     Wells Fargo Bank, N.A., agrees to assign and convey its security interest to the United  
2 States via recordable documents through escrow. Wells Fargo Bank, N.A., agrees to execute further  
3 documents, to the extent necessary, to convey clear title to the property to the United States and to  
4 implement further the terms of this Stipulation.

5           29.     Wells Fargo Bank, N.A., understands and agrees that the United States reserves the right  
6 to void this Stipulation if, before payment of the mortgage or liens, the U.S. Attorney obtains new  
7 information indicating that the mortgagee or lienholder is not an “innocent owner” or “bona fide  
8 purchaser” pursuant to the applicable forfeiture statutes. The U.S. Attorney also reserves the right, in its  
9 discretion, to terminate the forfeiture at any time and release the property. In either event, the  
10 Government shall promptly notify the mortgagee or lienholder of such action. A discretionary  
11 termination of forfeiture shall not be a basis for any award of fees, expenses, interest, and costs.

12           30.     The persons signing the Stipulation warrant and represent that they have full authority to  
13 execute the Stipulation and to bind the persons and/or entities, on whose behalf they are signing, to the  
14 terms of the Stipulation.

15           31.     This Stipulation shall be construed and interpreted according to federal forfeiture law and  
16 federal common law. The jurisdiction and the venue for any dispute related to, and/or arising from, this  
17 Stipulation is the unofficial Southern Division of the United States District Court for the District of  
18 Nevada, located in Las Vegas, Nevada.

19           32.     Each party shall bear its own attorneys’ fees, expenses, interest, and costs.

20           33.     This Stipulation shall not be construed more strictly against one party than against the  
21 other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the  
22 parties; it being recognized that both parties have contributed substantially and materially to the  
23 preparation of this Stipulation.

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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause  
2 for the seizure and forfeiture of the property.

3 DATED: \_\_\_\_\_

4 McCarthy Holthus LLP

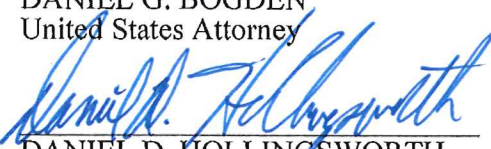
5  
6 ~~KRISTIN SCHULER-HINTZ~~  
7 ~~Counsel for Wells Fargo Bank, N.A.~~

8 DATED: 5/3/2016

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10   
11 PRISCILLA L. BAKER  
12 Counsel for Wells Fargo Bank, N.A.

DATED: May 6, 2016

DANIEL G. BOGDEN  
United States Attorney

  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

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16 IT IS SO ORDERED:

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19 RICHARD F. BOULWARE, II  
United States District Judge

20 DATED: October 7, 2016  
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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause  
2 for the seizure and forfeiture of the property.

3 DATED: \_\_\_\_\_

4 McCarthy Holthus LLP

DATED: May 6, 2016

DANIEL G. BOGDEN  
United States Attorney

6 \_\_\_\_\_  
7 KRISTIN SCHULER-HINTZ  
8 Counsel for Wells Fargo Bank, N.A.

/s/ Daniel D. Hollingsworth  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

8 DATED: \_\_\_\_\_

10 \_\_\_\_\_  
11 PRISCILLA L. BAKER  
12 Counsel for Wells Fargo Bank, N.A.

16 IT IS SO ORDERED:

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18 \_\_\_\_\_  
19 RICHARD F. BOULWARE, II  
United States District Judge

20 DATED: October 7, 2016